

# Memorandum

**To:** Barbara Moore, Chairperson, Town of East Hampton Town Council  
**CC:** Mike Maniscalco, Town of East Hampton Town Manager  
**From:** Town of East Hampton Brownfield Redevelopment Agency  
**Date:** 1/5/2015  
**Re:** Town facilities reports

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The Town of East Hampton Brownfield Redevelopment Agency has reviewed publically available information gathered and the recommendations made by the Facilities Evaluation Committee (FEC) in the report dated October 2014. Our agency has also re-reviewed the prior feasibility study prepared by Friar Associates and dated January 2008. We commend the Town Manager and the Town Council for taking a fresh look at the long-term needs of the Town of East Hampton and offer our thoughts on the issue in this memorandum.

The Brownfield Redevelopment Agency supports the concept of comprehensive, long-term municipal planning as it typically results in increased service efficiencies. We have questions and concerns with the current evaluation, as the presentation of the analysis does not clearly indicate how the recommendations will foster revitalization and redevelopment of the Village Center. In short, we raise the following issues/ideas in response to the facilities evaluation reports, and offer more detailed thoughts concerning both plans following below:

1. Town Hall (FEC referred to as Priority #2) – Further discussion and information concerning potential location alternatives is necessary prior to concluding new construction is required;
2. Center School (FEC referred to as Priority #4) – A more detailed discussion explaining the evaluation and vetting of potential future uses for the building and which future uses are being or were considered as part of the evaluation; and
3. Fire Company/Police Department (FEC referred to as Priorities #1, 3, and 5) – A more clear understanding and reconciliation of the various options for proposed locations is needed.

We acknowledge that any discussion regarding expanding or relocating Town services to the Village Center must include the topic of long-term water supplies, either Town-wide or simply within the Village Center. That being said, the Brownfield Redevelopment Agency strongly supports the concept of a future Village Center that maximizes the use and/or reuse of as many existing underutilized properties as possible.

### 1. Town Hall Building Options

The current FEC report and the Friar report suggested a possible relocation of the Town Hall facilities to a newly constructed building located on Main Street adjacent to the current Board of Education Building. Given the necessary relocation of the Police Department from the current Town Hall facility, it is unclear to the Brownfield Redevelopment Agency if a new Town Hall facility is necessary or if modifications and/or alterations can be made to the existing facility to allow for continued use. If use of the current facility cannot be continued, then the Agency would favor its relocation to the Village Center.

### 2. Center School

The current FEC report recommends the relocation of Center School, but makes no mention of any subsequent use of the building. The school building is the largest building in the Village Center and it commands a prominent location overlooking the other structures. A vacant building located in the heart of the Village will significantly hamper efforts to attract new businesses and invest into the Village Center. Also unmentioned in the current facilities evaluation is the fact that closing the school would only result in the Town having to maintain an empty structure. Due to Connecticut Department of Public Health requirements, the Town, as the public water system operator, must maintain the property under its direct control. Therefore, there would be significant limitations on any future use of the property.

### 3. Fire Company/Police Department

The Friar report suggests the relocation of the current Company #1 firehouse. There is no mention of this concept within the current FEC report.

The current FEC report suggests the relocation of the current Company #2 firehouse and the Police Department to a new facility to be constructed at 195 / 201 West High Street. It is not clear from the evaluation what the need associated with Company #2 is, however we take the stated need at face value. What is not clear is whether or not the suggested parcel can support both functions or given the apparent site constraints.

The Agency suggests that the need for a new Company #2 be considered in light of the prior identification of a new Company #1 structure and that consideration be made to consolidating these two facilities. The current recommendation places the two facilities within approximately 1.5 miles. We understand that any thought of consolidation must be made in full consideration of appropriate emergency response times.

If the Town were to consider the relocation of Fire Company #1, it would obviously result in an empty structure on Barton Hill Road. Since this building contains large vehicle bays, use by Public Works may be possible. Other possibilities include demolition and land-banking of the property, demolition and use of the property to support parking for the Goff House, reuse of the building for youth services and/or youth activities (due to the close proximity to Center School), or some as-of-yet uncertain future use.

The Agency notes that the Friar report briefly considered the former Brookside building located at 11 Skinner Street as the location of a new Town Hall. The Agency suggests that due to its design, this building should be considered further, but for use as a Public Safety Complex encompassing the Police Department and both Fire Company #1 and #2. The large, high bay design of the structure would likely allow for the indoor storage of both fire and police vehicles. The structure is reported as approximately 30,000 square feet, which should allow for ample space for both fire and police operations, while also allowing for significant space for training rooms, etc. We acknowledge that there may be factors that preclude the use of the existing structure, however we believe that these should be carefully evaluated before rejecting this concept or pursuing the West High Street site further. We do note that one negative aspect of this property is the presence of the flood zone associated with Pocotopaug Creek. The flood zone, for which no flood elevation has been determined, is mapped as extending toward the southeastern corner of the structure. Generally, all critical infrastructure must be placed above the 100 and/or the 500 year flood elevation. A determination should be made until the flood elevation has been established and compared to the finished floor elevation of the structure. It is entirely possible, if not likely, that the finished floor elevation is greater than the actual flood elevation. We suggest that the flood elevation data may have been calculated as a result of Main Street bridge replacement project several years ago and this information should be reviewed by a qualified floodplain manager to determine the suitability of the Skinner Street property as a Town facility.



# TOWN OF EAST HAMPTON

## AGENDA REPORT

AGENDA ITEM: 6a

DATE: January 13, 2015

SUBJECT: **Town & Board of Education gasoline**

DEPARTMENT: All

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### **BACKGROUND**

East Hampton along with other Town's in Connecticut solicited through the Capital Region Purchasing Council (Solicitation #619) unleaded gasoline. East River Energy is the low bidder for both Option A: Differential and Option B: Fixed Mark-up pricing for the Town. Calendar year gasoline usage are estimated to be as follows:

Town: 20,000

BOE: 13,800

Option A: The differential price is  $-\$.0102$  per gallon.

Option B: The differential price is  $+\$.0935$  per gallon.

**Option A:** The differential for regular unleaded gasoline will be deducted from the New Haven Harbor OPIS Daily Rack Average Posting, date of delivery. The differential listed above excludes the CT Gross receipts Tax, L.U.S.T. of  $\$0.0010$  per gallon and the Federal Spill Fund Recovery Tax of  $\$0.0017$  per gallon.

**Option B:** The lock in price on Jan. 7<sup>th</sup>, excluding taxes was  $\$1.70$ . This number is arrived at by averaging out the futures pricing for Gasoline from January 2015 through December 2015, as collected and published by NYMEX. The differential fixed markup of  $+.0935$  is then added to that amount.

Rack pricing for 1-7-2015 was  $\$1.4389/\text{gal}$  less the differential  $-\$.0102 = \$1.4287 + \text{taxes}$ .

The contractor has offered the same fixed markup ( $+.0935$ ) through December 2016. Using futures pricing for gasoline from January 2016 through December 2016, as collected and published by NYMEX. The lock in price as of January 7, 2015 was  $\$2.07/\text{gal.} + \text{tax/fees}$ .

### **RECOMMENDED MOTION**

Resolved that the Finance Director be authorized to purchase unleaded gasoline from East River Energy through December 31, 2015.

Optional addition to the resolution: Further resolved that the Finance Director is authorized to extend the contract to lock in unleaded gasoline through December 2016.

### **ALTERNATIVE ACTIONS**

Issue our own bid.

**FISCAL IMPACT** The cost for all unleaded gasoline for the calendar year is estimated to be  $\$62,625$ . This amount is  $\$36,875$  less than last years estimated cost.



DRAFT

## SURVEY POLICY

### Town of East Hampton

Approved by the Town Council: \_\_\_\_\_

**Purpose:** The responsibility for oversight of the use of taxpayer dollars rests with the Town Council. Furthermore, it is the job of the Town Council to set policy and direction for the Town of East Hampton. The Town Council would like to ensure all actions and efforts of the Town are consistent and focused in moving the Town in a consistent direction.

**Policy:** All surveys developed by Boards, Commissions, Agencies and Town Staff must be reviewed and approved by the Town Council to ensure that they conform with the Town Council's Goals and Objectives. Furthermore, the method for dissemination must also be approved by the Town Council in order to ensure fairness, impartiality and cost effectiveness.

**Procedure:**

1. All surveys developed by any department, committee, commission, agency, board or department must be forwarded in their final form to the Town Manager's office with a written request for council review.
2. The Town Manager's office will ensure that the survey will be placed on the next Council agenda and provide copies of the survey to the Council.
3. At the Council meeting, the Council will review the survey to ensure consistency with Council goals and objectives and where applicable, send feedback and recommendations for changes to the originating entity.
4. When the Council is comfortable with the content of the survey they will make a motion to approve and vote. The vote will be recorded in the meeting minutes of the Council.
5. After the vote of approval has been taken, if approved, the Council will then make a motion with a recommendation for method of dissemination. The recommendation for method of dissemination will direct the originating entity whom the target audience should be, how they are to disseminate to that target audience and recommend a funding source, if necessary.
6. Once both actions above have been taken by the Council, they will be communicated back to the originating entity by the Town Manager's office and the originating entity will administer the survey consistent with those actions.

**Definitions:**

*Survey-* Any tool used to collect target audience input on a project, idea, goal or other issue.

*Method for dissemination-* to include but not limited to newspaper, internet and mailers. Also includes active dissemination where there is assurance that every individual in the target audience received a copy or passive dissemination where a copy is offered but is not directly provided to each individual in the target audience.

*Originating entity-* refers to the Board, Commission, Agency, Department and/or committee that is responsible for the authorship of the survey.

*Target audience-* a group of people identified for the administration of the survey. Could include the entire Town or a group of participants in a program.

### Criteria & Objectives

#### Criteria:

- All Town facilities
- Review 2008 facilities report
- Develop funding request for formal plans
- Review options for facility challenges
- Develop plan for solving issues of space, quality & efficiency
- Evaluate costs and design

#### Facilities:

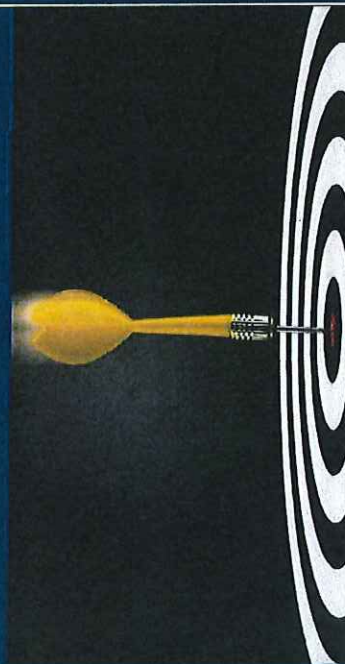
- Town Hall / Police Station
- Public Schools
- Fire Department
- Department Of Public Works
- Board of Education
- Library & Community Center



### Facility Priority List

#### • PRIORITY PROJECTS:

1. Police Station
2. Town Hall
3. Fire Station Company #2
4. Center School
5. Fire Station Company #1







Southern Connecticut Gas Company  
Attn: Sales, 180 Marsh Hill Road  
Orange, CT 06477



AGENDA  
ITEM # 9c



Connecticut Natural Gas Corporation  
Attn: Sales, 77 Hartland Street, 4<sup>th</sup> Floor  
East Hartford, CT 06108

## COMMERCIAL AND INDUSTRIAL SERVICE INSTALLATION AGREEMENT

### APPLICANT INFORMATION

Company Name (Applicant)		Memorial Elementary School		SCG/CNG Account Manager		Rick Difazio		
Authorized Representative		Mike Maniscalco		New Construction Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		Gas Company CNG <input checked="" type="checkbox"/> SCG <input type="checkbox"/>		
Title		Town Manager		<input type="checkbox"/> Sole proprietorship		<input type="checkbox"/> Corporation <input type="checkbox"/> LLC		
Phone	Office #	860 267 4468		<input type="checkbox"/> Partnership		<input type="checkbox"/> Other		
	Cell #			Federal Tax ID or SS				
E-mail		mmaniscalco@easthamptonct.gov		Service Location		Street		
Company address	Street #	94 Main St.		Same as Company Address Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	City		East Hampton	
	City	East Hampton			Zip		06424	
	State, Zip	CT, 06424			Property Owner Y <input type="checkbox"/> N <input type="checkbox"/>		Customer has Active Acct? Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	
Billing Attention	Name			If Not Property Owner Provide Owner contact	Name			
	Phone				Phone			
	Email			Site Contact (Name & Phone)				

### NATURAL GAS SERVICE INSTALLATION AGREEMENT TERMS AND CONDITIONS

In this agreement ("Agreement") the customer is referred to as "Applicant" or "Buyer" and The Southern Connecticut Gas ("SCG") or Connecticut Natural Gas Corporation ("CNG"), as applicable, is called ("Seller")

1	<b>INSTALLATION OF GAS SERVICE:</b> Seller agrees to install or have installed gas facilities (i.e., necessary piping and meters) for gas service for the Applicant at the Service Address indicated on the top of this form. Seller agrees that the lawn area will be left level and clean. Final loam, seeding and turf will be the Applicant's responsibility at Applicant's expense. Seller shall provide gas service after the installation of the service lines. Seller is not liable for delays in commencing gas service installation not within its control, such as weather or work stoppage.
2	<b>SERVICE COMMENCEMENT:</b> Natural gas consumption shall be deemed to commence when the facilities necessary for natural gas service are in Seller's sole judgment ready and able to consume natural gas.
3	<b>PAYMENT AND USE OF GAS APPLIANCES:</b> In consideration of Seller's installation of gas services, Applicant agrees to pay the full value of the "Contribution In Aid of Construction" (CIAC) as indicated below plus applicable taxes. Seller agrees to pay any other costs of installation, unless otherwise noted. By signing this agreement Applicant agrees to install and or use gas appliances indicated below, and to begin using them by December 31, 2015.
4	<b>DEFAULT:</b> If Applicant fails to use any of these appliances listed below, Seller, in its discretion, may charge Applicant for the reasonable cost of installing the gas facilities less the CIAC that the Applicant has already paid.
5	<b>GAS SERVICE:</b> The furnishing of gas service to Applicant under this Agreement will be in accordance with the terms and conditions, rules, regulations, tariffs and rate schedules of Seller which are subject to change and subject to the rules and regulations of the State of Connecticut Public Utilities Regulatory Authority ("PURA").
6	<b>RELOCATION OF SERVICE:</b> If the gas service to be provided involves the relocation of existing services, meters and connections at the Service Location, the cost of replacing all facilities beyond Seller's meter shall be the responsibility of the Applicant. It is further agreed that connection of any Applicant equipment to Seller's new meter shall occur no later than thirty (30) days after the new meter is activated.
7	<b>OWNERSHIP:</b> Ownership of the gas facilities from the main to the gas meter (including the gas meter) shall remain with Seller and shall be maintained by Seller, Applicant has no interest in such gas facilities. All piping and equipment beyond the gas meter shall be furnished, owned and maintained by Applicant.
8	<b>EASEMENT(s):</b> Applicant shall obtain any easement(s), where applicable, in a form satisfactory to Seller before Seller commences constructing and installation of its facilities required to supply natural gas.
9	<b>UNDERGROUND UTILITIES:</b> Applicant is responsible for clearly marking all existing underground utilities and services on premise. If Seller damages any of Applicant's underground facilities on Applicant's property because Applicant failed to adequately mark them, Seller will not be responsible for costs of repairs.
10	<b>ENVIRONMENTAL CONDITIONS:</b> If in the course of construction of gas facilities at the Service Location, Seller encounters contaminated soil, Applicant shall bear the additional costs of excavating and removing the contaminated soil per Federal and State laws, regulations and agency





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Attn: Sales, 180 Marsh Hill Road  
Orange, CT 06477



Connecticut Natural Gas Corporation  
Attn: Sales, 77 Hartland Street, 4<sup>th</sup> Floor  
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	orders or directives including but not limited to signing any manifest for disposal as the generator of such contaminated soil. Unless Applicant agrees in writing to bear such additional costs, Seller shall have the right to cease its performance and terminate this agreement with no further obligation to Applicant.
11	<b>BINDING EFFECTS:</b> This agreement supersedes any and all agreements, either oral or written, between Applicant and Seller. This agreement may not be assigned nor otherwise transferred by Applicant without the written consent of Seller.
12	<b>CIAC ADJUSTMENT:</b> If, within one (1) year of the effective date of this letter agreement, (a) Applicant has added additional equipment to consume natural gas at the Service Location noted above or (b) a new gas service(s) is/are added directly to and served from a portion of main toward which Applicant paid a CIAC as described below, Applicant may request Seller to recalculate the Applicant CIAC to determine whether Applicant qualifies for a refund of such contribution or portion thereof. It is understood and agreed that any recalculation requested pursuant to this condition, will be made in accordance with Seller's then currently effective new business guidelines to determine the amount of the contribution, if any, to be refunded to the Applicant.
13	<b>INDEMNITY:</b> Applicant agrees to indemnify Seller, its affiliates, successors, assignees and each of its and their shareholders, directors, officers, employees and agents from and against any liability for personal injury or property damage due to Applicants use of property or due to any existing environmental conditions of the property.
14	<b>ROCK OR FROST:</b> If rock or ledge is encountered during the installation requiring extreme excavation (e.g., blasting), the Applicant may be required to pay for such work if billed by Seller to the Applicant. Main and services may not be installed under frost conditions.
15	This agreement is contingent upon Seller's ability to secure a sufficient customer base resulting in a \$0.00 contribution in aid of construction (CIAC) payable by the Applicant, as specified in the section below. If Seller is unable to acquire an adequate customer base within six (6) months of the Acceptance Date herein, this contract may be canceled by Seller.

### CONTRIBUTION IN AID OF CONSTRUCTION ("CIAC")

In order to provide natural gas service at the Service Location noted above, Applicant agrees to pay the following amount in aid of constructing certain natural gas facilities by Seller.

**\$ .000**

This contribution is due and owing upon execution of this agreement and has been calculated based upon the construction schedule, the estimated consumption of natural gas at the Service Location and the consumption of natural gas as the only fuel for the use(s) described in the Equipment and Usage section below. Unless such contribution is received by Seller at the time this agreement is executed, Seller has no obligation to extend its facilities to serve the Service Location and use(s) described herein this document.

The CIAC has been calculated using the estimated annual consumption of natural gas at the Service Location and for the use(s) described in the Equipment and Usage section below. It is understood and agreed that (a) if, during any annual period after Seller commences delivery of natural gas to the Applicant, the annual consumption of natural gas by the equipment specified is less than the estimate based on information provided by Applicant to Seller to calculate the contribution and/or (b) Applicant fails to inform Seller of any changes that impact GAS COMPANY's construction cost or the estimated annual natural gas consumption, Applicant agrees to pay Seller upon demand a CIAC utilizing Seller's new business guidelines in effect on the date of this agreement and which are on file with PURA.

### EQUIPMENT AND USAGE

Equipment Selection		Equipment Quantity		Existing Load CFH		New Load CFH		Subtotal CFH		Rate
Generator								0		
None		Quantity						0		
None		Quantity						0		
None		Quantity						0		
None		Quantity						0		
Meter		Size		Total Existing CFH	0	Total New CFH		Total Load CFH		
Requires main? <input checked="" type="checkbox"/>		Operating Pressure		NOTE: highlight the total and subtotal fields and press F9 to Auto Sum						



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**PREMISE INFORMATION:** Meter Location Sketch



#### Field Checklist

Meter Location – M (note inside or Out)  
Water Location – W  
Sewer Location – S  
Electric Wires EOH\* or EUG\*\*  
Telephone Wires EOH\* or EUG\*\*  
Underground Oil Tank – UO  
Lawn Sprinklers – LS  
Utility Pole Location – P  
Other \_\_\_\_\_  
\*OH - Overhead  
\*\* - UG Underground

Applicants Initials \_\_\_\_\_

Curb or Edge of Road Pavement

Service Length (Ft) \_\_\_\_\_

Main Material Choose an item.

#### SECURITY DEPOSIT

Applicant agrees to pay a security deposit of \$.00 to insure payment of Seller's invoices. The deposit amount has been calculated in accordance with PURA regulations and Seller's deposit policies in effect at the time this agreement is submitted to Applicant for execution. Such security deposit will be required at the time the Applicant's meter is installed and will be invoiced on the first monthly bill.

#### SIGNATURES

Applicant Signature		GAS COMPANY Signature	
Name and Title		Name and Title	
Date	Click here to enter a date.	Date	Click here to enter a date.

If Applicant is not the owner or fully authorized agent of the owner of the premises at the Service Location specified above, this letter agreement shall not be binding on Seller unless and until both Applicant and the owner of the premises agree to all of the terms and conditions set forth herein as evidence by signatures of Applicant and the OWNER on this letter agreement.

#### OWNERS SIGNATURE (ONLY REQUIRED IF APPLICANT IS NOT THE OWNER OF THE PREMISES)

I, \_\_\_\_\_, owner of the premises located at Service Location above, which premises is subject to certain lease with Applicant (the "Lessee") and will be provided with natural gas service in accordance with the terms and conditions set forth above, acknowledge and agree to such terms and conditions; provided, however, that I will not be responsible for any of the Lessee's payment obligations described in the Contribution In Aid of Construction and Security Deposit sections above.

Landlord Signature		Date		Print Name	
--------------------	--	------	--	------------	--

#### FOR INTERNAL USE ONLY

AVENUE NB ID #		WMS WO #		SAP/CRP BP#	
PREMISE #		SAP/WMS BP #		Service Request Date	
Man #		Billing Cycle		Submitted	
				Marketing Assistant	Choose an item.





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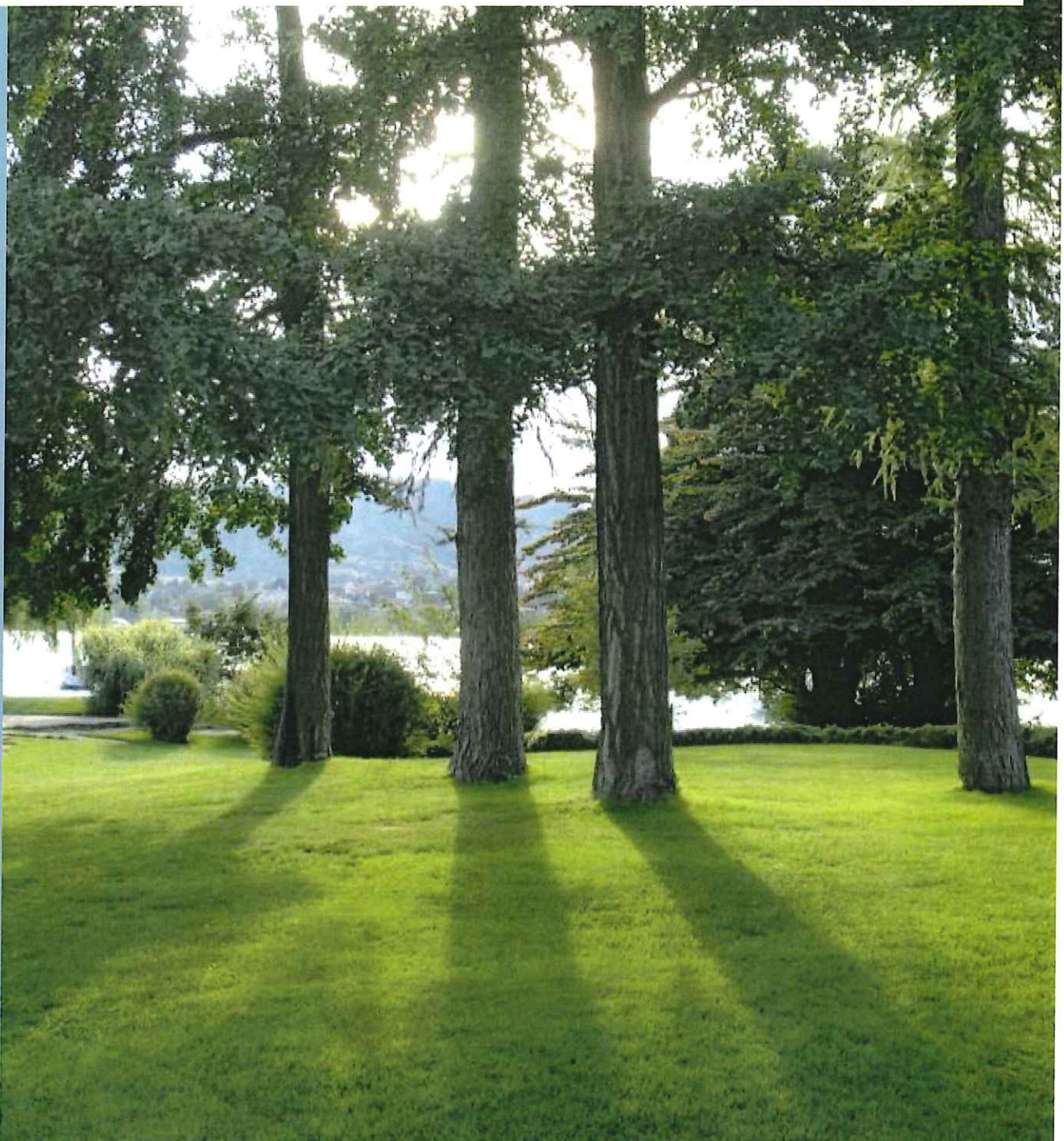
East Hampton, CT

*Energy Services Report Overview – Heating Systems*

Submitted by Siemens Industry, Inc.

December 2014

**SIEMENS**



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## A Full-Service Energy Savings Company (ESCO)

Siemens is a full-service ESCO. Our customers benefit directly from Siemens' ability to leverage global resources in energy services, renewable energies, sustainability, mechanical system design and installation, technology, and performance solutions. Other ESCOs must procure all equipment from vendors and then mark up this equipment accordingly. Our 'one company' delivery alleviates construction and warranty issues as we provide a one number, one-call approach to problem solving.

At Siemens we can provide an array of equipment directly from other Siemens companies or from the worldwide network of Siemens partner companies, such as Carrier, Trane, and ABB, at a significantly decreased cost than you would pay through another ESCO.



## Estimated Savings Opportunity

Siemens' preliminary assessment indicates significant energy cost-savings opportunities for East Hampton, CT. Current energy usage is above the national average benchmark value for hospitality facilities, according to the Commercial Business Energy Survey (CBES).

In addition to reducing energy costs, the Facility Improvement Measures (FIMs) identified in this report will offer other benefits to East Hampton, including improved occupant comfort, modernized equipment, reduced maintenance costs, and better management capabilities for the building's HVAC systems. The Municipal market is placing an increasing emphasis on sustainability; Siemens can support East Hampton's sustainability goals while helping to upgrade existing infrastructure that has reached End of Life.

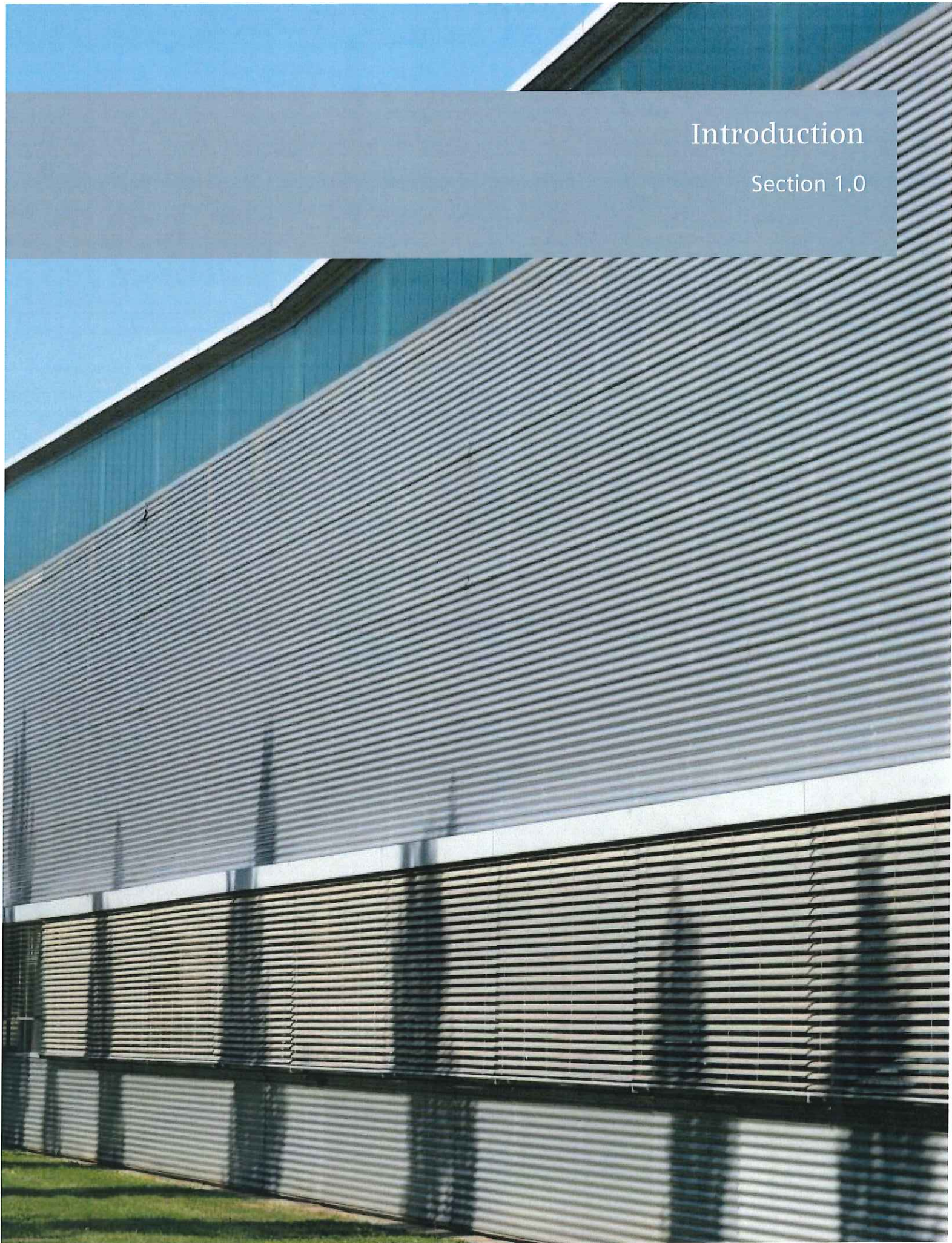
Siemens has the experience, personnel and processes in place to help our clients exceed their goals for a comprehensive energy savings program. We have the flexibility and the resources to align our team with your project immediately. Our local energy team includes energy engineers with extensive experience working with municipalities such as East Hampton. Together, we can best meet your energy performance needs.

Energy Services solutions use funds saved from reduced energy consumption to finance facility upgrades, improvements and modernization projects.



# Introduction

Section 1.0





As part of preliminary audits and budget generations, Siemens Industry has completed a preliminary energy assessment of the following buildings:

Middle School  
 Memorial School  
 Center School  
 BOE Central Office  
 Library/Community Center  
 Town Hall/Police  
 Fire Department  
 Fire Department #2  
 Public Works.

In this analysis, Siemens provides a description of the types of improvements recommended for each facility. These descriptions are intended to demonstrate the type of equipment modifications, installations, or replacements that Siemens Industry would consider as part of this project.

These systems include:

- Heating Control Systems
- Ventilation Systems
- Heating Systems

Preliminary savings projections are included in the scope of this initial assessment. Final calculations will be submitted to East Hampton's utility providers as part of the incentive application process for the projects.

## Project Objectives

During our site visit on November 19, 2014 the following objectives were discussed for heating system upgrades:

- Identify measures that will have an immediate impact on energy use as part of the Town Initiative to bring gas lines throughout the town.
- Develop plans for capital measures that will produce significant long-term energy cost savings
- Ensure consistent levels of occupant comfort, safety and building performance



- Generate ancillary benefits that may result directly from energy-related services and capital improvements, such as:
  - Improved monitoring, management, and reporting for heating systems included in these projects.
  - Improve equipment performance and reliability
  - Reduce maintenance costs for building systems where possible
- Capture utility incentives wherever feasible



A low-angle, upward-looking photograph of a large, lattice-structured steel transmission tower. The tower's legs and cross-bracing create a complex geometric pattern against a sky transitioning from a pale blue at the top to a warm orange and yellow near the horizon. Several high-voltage power lines are visible, stretching from the tower towards the horizon. In the far distance, other smaller transmission towers can be seen silhouetted against the bright light of the setting or rising sun.

# Utility Data

## Section 2.0

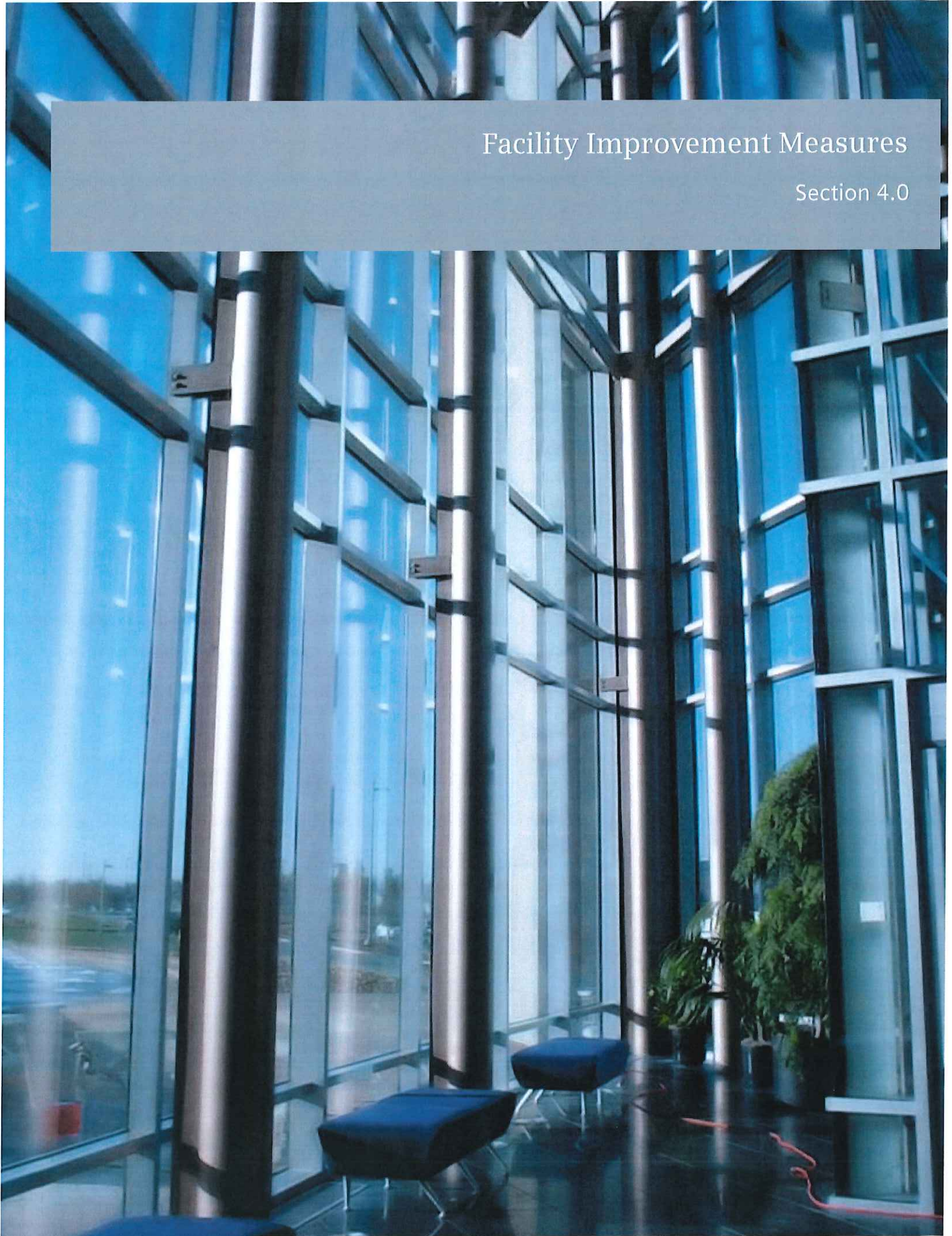
The annual energy use for the buildings visited is summarized below.

Facility	Annual Oil Usage (Gal)	Price per Gal	Oil Cost
Revised - JMJ			
High School	62,229	\$3.06	\$190,421
Memorial School	23,772	\$3.06	\$72,742
Center School	19,236	\$3.06	\$58,862
BOE Central Office	1,246	\$3.06	\$ 3,813
Library/Community Center	6,768	\$3.06	\$20,710
Town Hall/Police	1,518	\$3.06	\$ 4,645
Fire Department CO 1	2,644	\$3.06	\$8,091
Fire Department CO 2	1,290	\$3.06	\$3,947
Water Control Facility	8,412	\$3.06	\$25,741
Public Works	2,143	\$3.06	\$6,558
Total Oil Cost			\$395,529



# Facility Improvement Measures

## Section 4.0





The following Facility Improvement Measures (FIMs) are recommended by Siemens as part of an energy program for East Hampton, CT.

## FC-1 TOWN HALL

The town hall is currently served by a Peerless Cast Iron boiler with multiple heating zones, each with its own cartridge style circulator.

The scope of work for this building is to include:

1. Demo existing boiler and oil piping.
2. Install new natural gas condensing boiler similar to a Viessmann Vitodens 200-W.
3. Venting and combustion air, utilizing the existing chimney as a chase for the new venting.
4. Condensate drain to include neutralizer and piping as required.
5. Utilize the packaged boiler controls to achieve Outside Air reset strategy to maximize the boiler efficiencies.
6. Gas piping from a location within 80' of the boiler room.
7. Controls for this project to include Siemens PXC controls to monitor HW entering & leaving temps, boiler & HW pump status. Controls include new front end server and software for central control and monitoring capabilities for all controls added as part of these projects.
8. Stamped drawings by a licensed engineer.

NOTE: Demo and discontinuance of the existing oil tanks is not included in our proposal.

## FC-2 Public Works Building

The Public Works Building is served by two "split systems" and an oil fired domestic hot water heater. The split systems consist of upright oil furnaces, duct coils, and condensing units.

The scope of work for this building is to include:

1. Demo two split systems and the existing hot water heater. The split systems are older and utilize R-22. At this age we recommend replacing the entire system.
2. Install two (2) upright Carrier or equal gas furnaces with
  - a. Dx coils
  - b. Condensing units
  - c. New refrigerant lines
3. Condensing furnaces are a direct vent appliance, new CPVC venting lines to be included and the existing chimney abandoned in place.
4. Condensate drain to include neutralizer and piping as required.
5. One (1) instantaneous style domestic hot water heater similar to a Rinnai.
6. Gas piping from a location within 20' of the boiler room.
7. Stand alone control
8. Stamped drawings by a licensed engineer.



**NOTE:** Demo and discontinuance of the existing oil tanks is not included in our proposal.

## FC-3 Fire Station #2.

This fire station is conditioned by one (1) Thermopride, oil fired furnace.

The scope of work for this building is to include:

1. Demo of one (1) existing thermopride furnace.
2. Furnish and install one (1) 2,000 cfm, gas fired, vertical furnace of 93% efficiency.
3. Abandon existing venting in place.
4. Install new type 4 venting appropriate to a condensing furnace.
5. Condensate piping and pump for condensate drain.
6. Equipment startup
7. Stand Alone Control
8. Duct modifications as necessary.

**NOTE:** Demo and discontinuance of the existing oil tanks is not included in our proposal.

## FC-4 Central Fire Station.

This fire station is currently served by one (1) HB Smith #25 Boiler that is currently out of production. Currently, the face of the boiler is 3'5" from the exterior wall, which limits the options for burners with limited clearances.

The scope of work for this building is to include:

1. Demo of one (1) existing oil fired burner
2. Clean existing boiler and chimney
3. Install one (1) Reillo gas burner, lo-hi controls
4. An allotment for 80' of schedule 40 BI gas piping, painted, from a meter location to the boiler.

### **NOTES;**

1. Demo and discontinuance of the existing oil tanks is not included in our proposal.
2. Disposal of soot and cleaning residue, by owner.
3. Proposal does not include abatement of any hazardous materials, if present.

## FC-5 LIBRARY.

The library utilizes two (2) Burnham V9-06 boilers to provide heat for the building. These boilers are located in a 2<sup>nd</sup> floor mechanical room that utilizes a day tank for oil delivery to the burners. The two boilers are vented up through the roof utilizing a double wall, all fuel chimney. The boilers are installed so that the face of the boiler is approximately 40" from the wall, leaving very little clearance.

1. Demo and dispose of two (2) oil burners
2. Furnish and install two (2) Powerflame JR30A-10 boilers.
3. Furnish and install an allotment of 100' of sch 40 bi gas piping.
4. Furnish and install Siemens PXC controls for upgrade of existing DDC controllers located in the boiler room.
5. Demo one (1) existing day tank.

### NOTES;

1. Demo and discontinuance of the existing oil tanks is not included in our proposal.
2. Disposal of soot and cleaning residue, by owner.
3. Proposal does not include abatement of any hazardous materials, if present.

## FC-6 MIDDLE SCHOOL.

The Middle School, which is approximately 82,000 sq ft, utilizes two (2) WM1488 boilers to provide hot water to the building. The domestic hot water tanks in this room were not functioning, and for the purposes of this budget Siemens is assuming that changes to the DHW system are not in our scope.

1. Demo two (2) powerflame burners and dispose of.
2. Demo one duplex set of oil transfer pumps.
3. Furnish and install two (2) Reillo burners, equipped with Siemens linkageless combustion controls.
4. An allotment of 80' of 4" welded gas line, brought to each new burner.
5. DDC controls to include:
  - a. Main circulator pumps
  - b. Outdoor air reset strategy
  - c. Boiler staging.
6. Burner startup.
7. Stamped drawings by a licensed engineer.

### ALTERNATE #1.

Siemens to furnish and install one (1) Aerco 2,000 mbh Benchmark boiler with associated gas piping, piping modifications, separate direct vent flue and combustion air, and integration with new ddc controls.

Please note: this alternate will utilize a 90-93% efficient condensing boiler, with 20 stages of control to maximize the energy savings options available with gas. We estimate that this alternate has a potential energy savings of \$1,480.00.



**NOTES;**

1. Demo and discontinuance of the existing oil tanks is not included in our proposal.
2. Disposal of soot and cleaning residue, by owner.
3. Proposal does not include abatement of any hazardous materials, if present.

## FC-7 MEMORIAL SCHOOL.

At Memorial School the building is provided heat by means of two (2) Weil-Mclain 88 series boilers, 1994 vintage. The domestic hot water needs for this building are met by means of a large ASME vessel, or two (2) smaller, Non-ASME electric hot water tanks.

Siemens proposed scope of work for this building is:

1. Demo the two (2) existing Webster oil fired burners, associated oil piping and transfer pumps.
2. Furnish and install two (2) Reillo modulating gas burners with Siemens Linkageless combustion controls.
3. Siemens DDC controls to :
  - a. Control existing building pumps
  - b. Controls for existing DHW Valves
  - c. Staging burners
  - d. OA reset control
4. An allotment of 120' of 4" welded gas piping, brought to each new appliance.

**NOTES;**

1. Demo and discontinuance of the existing oil tanks is not included in our proposal.
2. Disposal of soot and cleaning residue, by owner.
3. This does not include abatement of any hazardous materials, if present.
4. The existing chimney is lined with an all fuel liner, we are assuming that this liner is in good working condition. This would need to be verified.

## FC-8 CENTER SCHOOL.

Center School is an older building that utilizes steam to serve a variety of systems within the building. The Steam boiler is a single 16 section 450 Mills steam boiler. The domestic hot water needs are served by an oil fired single tank dhw heater.

Additional features of this boiler room are a newer (to be re-used) feed water tank, a simplex condensate receiver (Hoffman) that is at the end of its useful life and a steam to water heat exchanger assembly with pumps, that is to remain unchanged.

It is important to note that due to the age of the boiler and building we are assuming that hazardous materials are present, and that the Town of East Hampton shall contract directly with an abatement company to address this prior to our work commencing. We would also recommend that they perform the mechanical demolition as part of the abatement, as experience has shown that the Mills boiler likely contains hazardous materials.

There are two items that also need to be addressed as a portion of any work in this building:

1. Inadequate combustion air.
2. The large exterior chimney of the building must be lined.

Currently, the building has no working ventilation systems. When the school addresses the ventilation and possible conversion to hot water, the proposed new boilers will need to be converted from steam to water, and possibly a 3<sup>rd</sup> appliance added.

### **Siemens Scope of work for the Center School boiler room is:**

1. Demo of existing boiler room piping, after abatement and removal of boiler sections by others.
2. Furnish and install two (2) Weil-McClain sectional boilers installed with a common steam header.
3. Two (2) Riello lo-hi-lo burners for steam boilers.
4. Concrete pads for new steam boilers.
5. Connection of steam piping to the two existing zone valves, and the existing steam to water heat exchanger.
6. One (1) new condensate receiver
7. One (1) 500 mbh Laars Mighty Therm 2 and Turbomax indirect hotwater heater for the domestic hot water.
8. New Liner for the existing chimney.
9. An allotment of 140' of 4" welded gas piping along outside of building.
10. DDC controls to include:
11. Pipe insulation of new and existing piping in the boiler room.
12. Plans prepared by a licensed engineer.
13. Three (3) independent combustion air fans for the boiler room.
14. Siemens DDC controls for HW system

### **NOTES:**

1. Demo and discontinuance of the existing oil tanks is not included in our proposal.
2. Disposal of soot and cleaning residue, by owner.



3. Proposal does not include abatement of any hazardous materials, if present. Siemens request that the abatement include demo of piping and boiler, prior to our work commencing.
4. Boilers included in our proposal can be converted from steam to water at a later time.

## **FC-9 BOARD OF EDUCATION CENTRAL OFFICE.**

The BOE office is heated by a single, residential sized Burnham Boiler. Currently the system is vented into a chimney that may or may not be lined for its entire length.

We recommend removing the existing Burnham Boiler and installing a new 93% efficient condensing boiler with 3 stages of control, similar to the Viesman Vitodens 100-W.

This scope of work includes:

1. Demo of one existing boiler
2. Install one (1) Viesman Vitodens boiler
3. Direct venting of the appliance
4. Reconnection of the hydronic piping.
5. An allotment of 80' of gas piping.
6. Stamped drawings for construction.

### **NOTES;**

1. Demo and discontinuance of the existing oil tanks is not included in our proposal.
2. Disposal of soot and cleaning residue, by owner.
3. Proposal does not include abatement of any hazardous materials, if present. Siemens request that the abatement include demo of piping and boiler, prior to our work commencing.



## East Hampton Fuel Conversion Projects

Attention: Mike Maniscalco  
Prepared by Ben Earle

FC-#	TAG	PROJECT COST	OIL SAVINGS (gal)	GAS SAVINGS (CCF)	\$ SAVINGS	SIMPLE PAYBACK	ROI
1	TOWN OFFICE	\$51,470.59	1518	-1764	\$1,812.58	28.4	3.5%
2	PUBLIC WORKS BLD	\$33,088.24	2143	-2927	\$2,354.37	14.1	7.1%
3	FIRE STATION 2	\$22,352.94	1290	-1762	\$955.61	23.4	4.3%
4	CENTRAL FIRE STATION	\$23,235.29	2644	3611	\$3,179.25	7.3	13.7%
5	LIBRARY	\$88,235.29	6768	-9244	\$10,070.12	8.8	11.4%
6	MIDDLE SCHOOL	\$126,948.53	26300	-35922	\$31,909.56	4.0	25.1%
7	MEMORIAL SCHOOL	\$145,588.24	2143	-2927	\$69,742.12	2.1	47.9%
8	CENTER SCHOOL	\$580,882.35	19236	-20830	\$38,282.30	15.2	6.6%
9	BOE OFFICE	\$22,058.82	1246	-1702	\$890.68	24.8	4.0%
	HIGH SCHOOL*		6229	-84996	\$113,159.64		
	WATER CONTROL FACILITY*		8412	-11490	\$12,791.90		
CONTINGENCY		\$60,000.00					
PERMITS		\$11,750.00					
TOTALS		\$1,165,610.29					
ADD/ALTERNATE FOR AERCO @ MS		153,808					
TOTALS with Alternate		\$1,319,418.29			\$285,148.13	4.6	21.6%

\*Scope of work not by Siemens.  
Savings estimated for fuel conversion  
by C&G

Payback/ROI does not include utility  
incentive amounts TBD



## CNG EAST HAMPTON EXPANSION

**PROJECT OVERVIEW:** CNG will use 1.5 million dollars of non firm margin (NFM) to expand 9 miles of Natural Gas line to East Hampton. The goal of the initial expansion is to serve every major commercial customer in East Hampton and install a main that can then organically grow to serve other neighborhoods. In order for CNG to use its NFM they need to have a commitment from the municipality toward the project. This is a requirement set forth by the Public Utility Regulatory Agency (PURA).

### EAST HAMPTONS COMMITMENT:

1. *Convert all Town Facilities to Natural Gas:* Many of the heating systems in the Town facilities are reaching the end of their useful life and as a result will need to be changed in the next 2-3years if this project were not to happen. The project will convert 9 Town buildings to natural gas with the High School being converted through the renovation project.

- Boiler replacement cost \$1,165,610.
- Service agreements will require the Town to pay for any blasting of significant ledge associated with facility connections estimated contingency cost of \$30,000.
- Remediation cost \$10,000 est.
- The estimated fuel savings will be \$273,000 annually.
- Return on Investment is measured at 4.6 years.
- Council agreed to apply for a STEAP Grant for \$500,000 to offset the cost of boiler replacements.
- TOTAL: \$1,195,610

**ACTION:** The Board of Finance needs to make a motion to recommend a funding source for this portion of the project.

2. *Pave all Town Roads:* The Town would be required to do an overlay of all of the trenches on Town Roads one year after the project is complete. This would allow for settling and to ensure that all Town roads are restored to their original state.

- 2250 square yards of asphalt would be needed.
- \$35 a square yard cost.
- Cost \$78,750
- 7% Contingency \$5,512
- TOTAL: \$84,262

**ACTION:** The Board of Finance needs to make a motion to recommend a funding source for this portion of the project.

3. *Community Contribution:* The Community contribution will go toward the construction of the project. What has been negotiated is that the Town of East Hampton will contribute not less than \$95,000 and not more than \$100,000 to CNG annually for the next five years. In essence this is thought to be an offset of the tax revenue that the Town will receive annually for the pipeline.

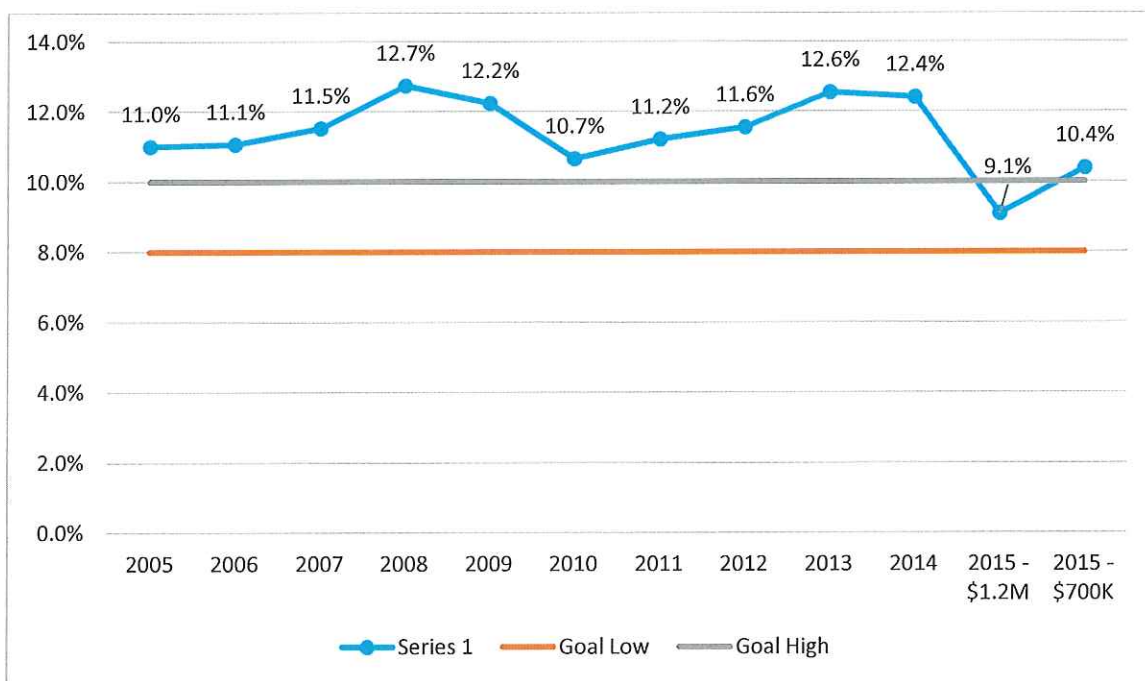
Taxes Dollars	Year
106,123	1
103,957	2
101,791	3
99,626	4
97,460	5

- The annual contribution to CNG will become a part of the budget for the next five years

**ACTION:** The Board of Finance needs to make a motion that they agree with the parameters of the community contribution and that they understand the Town will be making a contribution of not less than \$95,000 and not more than \$100,000 for the next five years.

#### FUNDING OPTIONS:

1. *General Fund: \$700K (with STEAP grant) to \$1.2M.*



*Reducing fund balance may impact the Town's ability for a future rating upgrade.*



2. *Equipment Leasing: Similar to bond financing. Length of lease typically does not exceed 10 yrs.*

**10 Years @2.6%**

*\$1.2M – Interest \$171,600. Total cost \$1,371,600*

*\$700K - Interest \$100,100. Total cost \$800,100*

**5 Years @ 2.0%**

*\$1.2M – Interest \$72,000. Total cost \$1,272,000*

*\$700K - Interest \$42,000. Total cost \$742,000*

3. *Bonding: Can be paid over a time period between 1 and 20 years. Will assume 10 yrs. At 2.9% for discussion:*

*\$1.2M – Interest \$191,400. Total cost \$1,391,400*

*\$700K - Interest \$111,650. Total cost \$811,650*

**Estimated loss of interest income if invested in a 5yr. CD at 2.1%**

*\$1.2M – \$132,730*

*\$700K - \$77,426*

COMPLAINT NUMBER 2014-1 : TOWN OF EAST HAMPTON  
ETHICS COMMISSION

COLLEEN E. MELLEN, :  
COMPLAINANT

VS. :

RICHARD WALSH, : DECEMBER 9, 2014  
RESPONDENT

## MEMORANDUM OF DECISION OF EAST HAMPTON ETHICS COMMISSION

### I. SUMMARY OF COMPLAINT

On June 5, 2014, Colleen Mellen ("Complainant" or "Mellen") filed complaint number 2014-1 with the Town of East Hampton Ethics Commission alleging that Richard Walsh ("Respondent"), former chairman of the Middle Haddam Historic District Commission ("MHHDC"), violated the East Hampton Code of Ethics ("Code of Ethics") and the East Hampton Code of Conduct ("Code of Conduct") during the public comment portion of the Thursday, May 22, 2014 MHHDC meeting regarding its application #490. Ms. Mellen alleges that Mr. Walsh:

1. Did not treat her "*with courtesy, impartiality, fairness and equality under the law*" in violation of Code of Ethics Section E-1.B.(1);
2. Denied her the right to speak on behalf of herself at a public hearing in violation of Code of Ethics Section E-3.E. Appearances;
3. Did not demonstrate "*expected behavior*" of an appointed Town Official in violation of Code of Conduct Sections D-2.A. & B. Expected Behavior;
4. "*Granted special treatment, consideration or advantage to any citizen beyond that which is available to every other citizen*" in violation of Code of Ethics – Section E-3.H. Standards of Conduct - Special Treatment.

### II. PROCEDURAL HISTORY

At its meeting on September 17, 2014, the Ethics Commission determined by a vote of 3 to 1 that probable cause existed as to a violation of Section D-2.A.(1) of the Code of Conduct.



The Ethics Commission held a full hearing on the Complaint on October 22, 2014 during which documentary evidence and sworn testimony was presented by the Complainant and Respondent.

On November 19, 2014 the Ethics Commission determined that the Complainant acted in violation of Section D-2.A.(1) as set forth below.

### **III. FINDINGS OF FACTS**

1. MHHDC is a municipal commission of the Town of East Hampton and as such, its members are subject to the Code of Ethics and a Code of Conduct.
2. Respondent, Richard Walsh, was the Chairman of the MHHDC at all times relevant to the Complaint.
3. Complainant, Colleen Mellen, was a regular member of the MHHDC at all times relevant to the Complaint.
4. An application by James Royster was filed with the MHHDC on or about April 14, 2014 seeking MHHDC approval with respect to a proposed garage ("Application").
5. The Complainant owns property nearby the Royster property and was personally opposed to the Application.
6. In an email dated April 22, 2014 from the Complainant to the Respondent, the Complainant expressed her interest in recusing herself from the Commission with respect to the Application and speaking on her own behalf as a member of the public regarding the Application and requested confirmation from the Respondent that she can so speak.
7. As written, the recusal procedure contained as an attachment to the Code of Ethics provides that "if a member must recuse himself/herself from the matter, the recusal must be complete. This means that the member should be excuse himself from all proceedings of any kind in the matter, including but not limited to discussion, presentations, deliberations and voting

... [and] the member should physically remove himself/herself from the room when the matter appears ...”

8. On April 23, 2014 the Complainant in electronic correspondence to the Respondent informed him that the Town Attorney, in consultation with the Town Manager, concluded that regardless of the written guidelines a municipal commissioner is permitted to recuse herself from a municipal commission to speak on her own behalf.

9. The Respondent replied to the April 23, 2014 electronic correspondence that he was glad that the Town Manager and the Town Attorney assisted the Complainant. The Respondent did not request the Complainant to obtain a written opinion from the Town Attorney.

10. At no time did the Respondent contact the Town Manager’s office or the Town Attorney to request confirmation of the legal opinion of the Town Attorney or to request that any written opinion be delivered to him regarding the right of commissioners to speak on their own behalf on matters before their commission.

11. Through a series of other emails between Respondent and Complainant, the Respondent was aware that the Complainant would recuse herself for the purposes of speaking on her own behalf at the Application including an email dated May 18, 2014 in which the Complainant wrote all members of the MHHDC indicating her decision to recuse herself from the May 22, 2014 meeting in order to speak as a private citizen regarding the Application.

12. The Respondent did not indicate in emails to the Complainant or the Commission that Complainant would be barred from speaking and, in fact, informed board members in a May 21, 2014 email that the Complainant was recusing herself to speak as a member of the public.

13. An MHHDC meeting was convened on May 22, 2014 which included the Application on its agenda.



14. During the meeting the Respondent stated that the Complainant would be entitled to speak on her behalf regarding the Application.

15. After soliciting input from the applicant and members of the audience regarding whether a recused member can speak as a member of the public, the Respondent initially decided to grant the Complainant an opportunity to speak but when later asked by Complainant if that would be a problem, the Respondent decided that the existing written recusal guidelines should be followed and that Complainant should not be permitted to speak on her behalf.

16. Unaware that she would be required to bring a written document containing the Town Attorney's opinion that she had a right to speak after and having been given good cause to believe she would be afforded the opportunity to speak at the meeting, she did not obtain a copy of the legal opinion and lost the ability to resign from the Commission prior to the meeting. As a result, Complainant was not treated fairly by the Respondent in violation of Section D-2.A.(1) of the Code of Conduct.

17. Considering the Respondent's awareness of the written policy and its potential ambiguity, his awareness that a commissioner wished to speak on her behalf, and the fact that he was notified by the Complainant that the Town Attorney concluded that she could speak, the Respondent, as Chairman of the MHHDC, was obligated by the Code of Conduct to take reasonable steps to determine if Complainant had a right to speak on her own behalf.

18. The Respondent did treat the Complainant with courtesy, impartiality, fairness and equality during the May 22, 2014 meeting as required by the Code of Ethics.

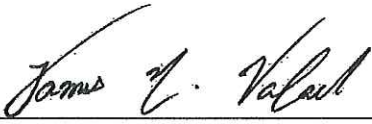
19. The Respondent did not grant special treatment to the Applicant in violation of the Code of Ethics or the Code of Conduct at the May 22, 2014 meeting.

20. While the conduct of the Chairman resulted in unfair treatment to the Complainant in violation of the Code of Conduct, there is no evidence that the Chairman intended to violate any rights of the Complainant.

**IV. RECOMMENDATION**

After finding that a municipal or former municipal official violated the Code of Conduct, the Commission is authorized to make recommendations to the Town Council as to appropriate penalties including censure and reprimand. After consideration of all facts in this matter, the Commission recommends that no penalty be imposed on the Respondent for his violation of the Code of Conduct.

TOWN OF EAST HAMPTON  
ETHICS COMMISSION

By   
James Valad  
Chairman



## Budget Calendar Fiscal Year 2015-2016

Date	Description
January 15, 2015 (Thur.)	Submit budget requests to Finance Department
February 05, 2015 (Thur.)	Submit budget narratives to Finance Department
February 24, 2015 (Tues.)	Press Release on Budget workshop
March 03, 2015 (Tues.)	Press Release on Budget deliberations
March 16, 2015 (Mon.)	Board of Finance Regular Meeting - <b><u>Town and Board of Education Budget Presentation</u></b> (Review deliberations and gather input from public and other boards) Time: 6:00 Location: Middle School Library
March 17, 2015 (Tues.)	Budget workshop (6:00 - 8:30) Public Works / Police / Building Dept. / Capital
March 19, 2015 (Thur.)	Budget workshop (6:00 – 8:30) Fire Dept. / Emer. Mgmt. / EDC / Conservation / MHHL
March 20, 2015 (Fri.) *	Budget workshop (2:00 – 4:00) Senior Center / Library / Youth & Family Svs. / Park & Rec.
March 20, 2015 (Fri.) *	Budget workshop (4:00- 6:00) Board of Education
March 21, 2015 (Sat.)	Budget workshop (8:30 – 10:30) Town Operations
*- Location: Library Community Room	
March 23, 2015 (Mon.)	Board of Finance special meeting – Budget deliberations 6:30 PM Middle School Library
March 30, 2015 (Mon.)	Board of Finance public hearing (Middle School Library - 6:30PM)
April 01, 2015 (Wed.)	Board of Finance Special Meeting 6:30 P.M. (Middle School Library)
April 07, 2015 (Tues.)	Submit Board of Finance budget to members of Town Council
t/b/d	Town Council Special Meeting 6:30 P.M. – Adoption of Annual Budget
April 27, 2015 (Mon.)	Town meeting ( <b><i>Town Hall</i></b> – 7:00 P.M.)
April/May 2015	Rivereast advertisement on budget
May 5, 2015 (Tues.)	Town VOTE (Middle School)
June 2015	Set mill rate

Note: All meetings to be held in the Town Hall meeting room except as noted above.  
For more information call 860-267-4468.

**The Town Council and Board of Education are invited and encouraged to attend all meetings**

\*\*\* SCHEDULE SUBJECT TO CHANGE \*\*\*



AGENDA  
ITEM # 13

Office of the COLLECTOR OF REVENUE  
NANCY HASSELMAN, CCMC  
[nhasselman@easthamptonct.gov](mailto:nhasselman@easthamptonct.gov)

January 9, 2015

To: The East Hampton Town Council

Documentation of the below listed tax refunds are available in the Tax Office for your review if you so desire. The refunds total \$953.68.

Thank you for your assistance.

*Nancy Hasselman, CCMC*

Nancy Hasselman, CCMC  
Collector of Revenue

0 • C  
186 • 72 +  
32 • 71 +  
3 • 00 +  
211 • 45 +  
21 • 57 +  
491 • 47 +  
6 • 76 +  
953 • 68 \*



EAST HAMPTON HOUSING AUTHORITY  
CHATHAM ACRES  
GOVERNOR BILL O'NEILL DRIVE  
EAST HAMPTON, CT 06424  
(860) 267-8498  
[ehamptonhousing@sbcglobal.net](mailto:ehamptonhousing@sbcglobal.net)

AGENDA  
ITEM # 15

Thomas Denman, Chairman  
Patricia Dufour, Vice Chairman  
Ann McLaughlin, Treasurer  
Jo Ann Ewing, Secretary

Judie Bobbi, Executive Director  
Jodi Brazal, MSW, RSC

Michael Maniscalco  
Town Manager  
East Hampton, CT

Re: Selection of Tenant Commissioner

According to Public Act No. 11-203 (Substitute House Bill No. 6461) that was approved July 13, 2011, we now have to give tenants the choice of electing their Tenant Commissioner. This is the first time a term has ended since the passage of the Bill.

The Housing Authority was required to notify the tenants that a new term would begin January 2015 and they may choose to have the opportunity to elect a tenant as their commissioner for a five year term. We first had to give 60 day notice, which was posted at both housing sites that there would be a petition that the tenants would sign expressing their right to have nomination and election. At least 10% of the seventy tenants had to sign the petition. We did get more than the 10% needed.

We then proceeded to give notice that in 30 days we would hold nominations. If either of these qualifications were not met, the selection of Tenant Commissioner would revert back to appointment by the Town Council. Both of these conditions were met. However, we only had one nomination and it took us quite some time to find out if the election would still be required. After contacting the Department of Housing we were directed to the Housing Education Resource Center. We were told that since there was a nomination, holding the election was the right thing to do.

The election took place on January 7<sup>th</sup> beginning at 10am and ending at 1pm. Ballots were placed in two secured boxes placed at Bellwood Court and Chatham Acres. The Housing Authority made sure any ballot secured was by a current tenant. Since the ballots had to be counted by a person not employed by the authority, I asked Cathy Sirois if she would open the boxes and count the ballots. This was done on the same day and Frederick Maynard of A-3 Chatham Acres was elected.

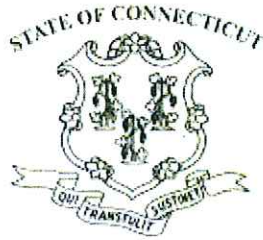
If at the end of each term, if the tenants choose not to petition for nomination or election the process will revert back to the Town.

I am attaching a copy of Public Act No. 11-203.

Judie Bobbi  
Executive Director







**Substitute House Bill No. 6461**

**Public Act No. 11-203**

**AN ACT CONCERNING THE SELECTION OF TENANT COMMISSIONERS.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 8-41 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2011*):

(a) For purposes of this section, a "tenant of the authority" means a tenant who lives in housing owned or managed by a housing authority or who is receiving housing assistance in a housing program directly administered by such authority. When the governing body of a municipality other than a town adopts a resolution as described in section 8-40, it shall promptly notify the chief executive officer of such adoption. Upon receiving such notice, the chief executive officer shall appoint five persons who are residents of said municipality as commissioners of the authority, except that [where the authority operates more than three thousand units] the chief executive officer may appoint two additional persons who are residents of the municipality if (1) the authority operates more than three thousand units, or (2) upon the appointment of a tenant commissioner pursuant to subsection (c) of this section, the additional appointments are necessary to achieve compliance with 24 CFR 964.415 or section 9-167a. If the governing body of a town adopts such a resolution, such body shall appoint five persons who are residents of said town as commissioners of the authority created for such town, except that such body may appoint two additional persons who are residents of the town if, upon the appointment of a tenant commissioner pursuant to subsection (c) of this section, the additional appointments are necessary to achieve compliance with 24 CFR 964.415 or section 9-167a. The commissioners who are first so appointed shall be designated to serve for a term of either one, two, three, four or five years, except that if the authority has five members, the terms of not more than one member shall expire in the same year. Terms shall commence on the first day of the month next succeeding the date of their appointment, and annually thereafter a commissioner shall be appointed to serve for five years except that any vacancy which may occur because of a change of residence by a commissioner, removal of a commissioner, resignation or death shall be filled for the unexpired portion of the term. If a governing body increases the membership of the authority on or after July 1, 1995, such governing body shall, by resolution, provide for a term of five years for each such additional member. The term of the chairman shall be three years. At least one of such commissioners of an authority having five members, and at least two of such commissioners of an authority having more than five members, shall be a tenant or tenants [who live in housing owned or managed by such authority, if any exists, provided that any such tenant shall have resided in such housing for more than one year or is a tenant who previously resided in such housing for more than one year and is receiving housing assistance in a housing program directly administered by such authority]



and provided further that no such tenant shall have the authority to vote on any matter concerning the establishment or revision of the rents to be charged in any housing owned or managed by such authority] of the authority selected pursuant to subsection (c) of this section. If, on October 1, 1979, a municipality has adopted a resolution as described in section 8-40, but has no tenants serving as commissioners, the chief executive officer of a municipality other than a town or the governing body of a town shall appoint a tenant who meets the qualifications set out in this section as a commissioner of such authority when the next vacancy occurs. No commissioner of an authority may hold any public office in the municipality for which the authority is created. A commissioner shall hold office until [his] said commissioner's successor is appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk and shall be conclusive evidence of the legal appointment of such commissioner, after [he] said commissioner has taken an oath in the form prescribed in the first paragraph of section 1-25. The powers of each authority shall be vested in the commissioners thereof. Three commissioners shall constitute a quorum if the authority consists of five commissioners. Four commissioners shall constitute a quorum if the authority consists of more than five commissioners. Action may be taken by the authority upon a vote of not less than a majority of the commissioners present, unless the bylaws of the authority require a larger number. The chief executive officer, or, in the case of an authority for a town, the governing body of the town, shall designate which of the commissioners shall be the first chairman, but when the office of chairman of the authority becomes vacant, the authority shall select a chairman from among its commissioners. An authority shall select from among its commissioners a vice chairman, and it may employ a secretary, who shall be executive director, and technical experts and such other officers, agents and employees, permanent and temporary, as it requires, and shall determine their qualifications, duties and compensation, provided, in municipalities having a civil service law, all appointments and promotions, except the employment of the secretary, shall be based on examinations given and lists prepared under such law, and, except so far as may be inconsistent with the terms of this chapter, such civil service law and regulations adopted thereunder shall apply to such housing authority and its personnel. For such legal services as it requires, an authority may employ its own counsel and legal staff. An authority may delegate any of its powers and duties to one or more of its agents or employees. A commissioner, or any employee of the authority who handles its funds, shall be required to furnish an adequate bond. The commissioners shall serve without compensation, but shall be entitled to reimbursement for their actual and necessary expenses incurred in the performance of their official duties.

(b) The authority shall designate a tenant organization as the recognized jurisdiction-wide tenant organization only if (1) the members of the governing board of such tenant organization were elected through a jurisdiction-wide election, and (2) such tenant organization satisfies the requirements for elected jurisdiction-wide resident councils pursuant to regulations promulgated by the United States Department of Housing and Urban Development, except that a tenant of the authority shall be eligible to vote in any election for the governing board of such tenant organization and to serve on the governing board of such tenant organization without regard to whether such tenant receives or lives in housing that receives federal assistance. Any tenant organization that has been designated by the authority as the recognized jurisdiction-wide tenant organization may select tenants for appointment as tenant commissioner in accordance with subsection (c) of this section.

[(b)] (c) [Any tenant organization composed of tenants residing within units owned or managed by the appointing authority may indicate to such authority its desire to be notified of any pending appointment of any such commissioner. A reasonable time before appointing any such



commissioner, the appointing authority shall notify any such tenant organization and, in making such appointment, such authority shall consider tenants suggested by such tenant organizations. ]

(1) Not less than sixty days before the appointment of any tenant commissioner or the expiration of the term of any tenant commissioner, whichever is earlier, the housing authority shall notify all tenant organizations comprised of tenants residing within units owned or managed by such housing authority and all tenants of such authority of such pending appointment or expiration of term. The notice shall include information concerning procedures by which tenants may petition for an election pursuant to this subsection.

(2) The appointee as tenant commissioner shall be selected by a fair election of the tenants of the authority if, not more than thirty days after the authority notifies such tenants of a pending appointment or expiration of term pursuant to subdivision (1) of this subsection, ten per cent of the tenants of the authority or seventy-five tenants of the authority, whichever is less, petition the authority for an election.

(3) If the tenants of the authority have not petitioned for an election pursuant to subdivision (2) of this subsection, then the appointee as tenant commissioner shall be selected by the recognized jurisdiction-wide tenant organization, if any, by means provided for in the by-laws adopted by such tenant organization. Such means may include, without limitation, a fair election by the tenants of the authority or selection by the governing board of such tenant organization.

(4) If an appointee as tenant commissioner has not been selected by an election of the tenants of the authority or by other means pursuant to the by-laws adopted by the recognized jurisdiction-wide tenant organization by the date ninety days after the date the housing authority provides notice of a pending appointment or expiration of term pursuant to subdivision (1) of this subsection, then the appointing authority shall select the appointee. In making such selection, the appointing authority shall consider any tenant recommended by any tenant organization within its jurisdiction or the jurisdiction-wide tenant organization.

(5) The housing authority shall provide all tenants of the authority with written notice of any election conducted pursuant to this subsection or subsection (b) of this section not later than thirty days before the date of such election. For any election conducted pursuant to this subsection for an authority having more than five commissioners, the housing authority may establish qualifications for the second tenant commissioner as necessary to achieve compliance with 24 CFR 964.415 or section 9-167a.

(d) For any election conducted pursuant to subsection (c) of this section, the housing authority shall use its best efforts to secure an impartial entity to administer such election. To the extent practicable, such impartial entity shall be selected with the agreement of the recognized jurisdiction-wide tenant organization, if any. In the event of a dispute concerning the procedure for or results of such election, any person may petition the entity administering such election for a resolution of such dispute.

[(c)] (e) Notwithstanding any provision of subsection (a) of this section or any other provision of the general statutes, [to the contrary,] a commissioner of an authority may serve as a justice of the peace or a registrar of voters.

Approved July 13, 2011